



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

PIEDMONT REGIONAL OFFICE

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W. Tayloe Murphy, Jr.
Secretary of Natural Resources

Robert G. Burnley
Director

Gerard Seeley, Jr.
Regional Director

STATE WATER CONTROL BOARD ENFORCEMENT ACTION SPECIAL ORDER BY CONSENT ISSUED TO HONEYWELL Permit No. VA0005312

SECTION A: Purpose

This is a Consent Special Order issued under the authority of Va. Code §§ 10.1-1185 and 62.1-44.15(8a) and (8d), between the State Water Control Board and Honeywell, for the purpose of resolving certain violations of environmental law and regulations.

SECTION B: Definitions

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "Va. Code" means the Code of Virginia (1950), as amended.
2. "Board" means the State Water Control Board, a permanent citizens' board of the Commonwealth of Virginia as described in Va. Code §§ 10.1-1184 and 62.1-44.7.
3. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia as described in Va. Code § 10.1-1183.
4. "Director" means the Director of the Department of Environmental Quality.
5. "Order" means this document, also known as a Consent Special Order.
6. "Honeywell" means Honeywell Nylon LLC, certified to do business in Virginia and its parent Honeywell International Inc..

7. "Facility" means the Honeywell Nylon LLC treatment system located at 4101 Bermuda Hundred Road in Chester Virginia.
8. "PRO" means the Piedmont Regional Office of DEQ, located in Glen Allen, Virginia.
9. "Permit" means VPDES Permit No. VA0005312, which became effective April 25, 2000 and expired April 25, 2005. The Permit has been administratively continued.
10. "O&M" means operations and maintenance.
11. "NOV" means notice of violation.
12. "TOC" means total organic carbon.

SECTION C: Findings of Fact and Conclusions of Law

1. Honeywell Nylon LLC owns and operates a nylon manufacturing Plant in Chesterfield County, Virginia. This Facility is the subject of VPDES Permit No. VA0005312, which allows Honeywell Nylon LLC to discharge treated wastewater into the James River in strict compliance with terms, limitations and requirements outlined in the permit.
2. On August 11, 2004, a caprolactam pump failed causing an unusual discharge at outfall 002. The pump failure resulted in a violation of TOC effluent limits which Honeywell Nylon LLC reported on the August 2004 DMR.
3. On December 30, 2004, problems at Dominion Virginia Power caused a power failure in Honeywell Nylon LLC's polymer trains. This resulted in a loss of electronic control in the chip convey system and water mixed with caprolactam was discharged through outfall 002. Honeywell Nylon LLC reported an exceedance of the TOC permit limit on the December 2004 DMR.
4. On December 31, 2004, problems at Dominion Virginia Power caused a system wide power failure at Honeywell Nylon LLC. Once power was restored, a sump pump with a blown gasket was found overflowing and discharging process wastewater to outfall 002. The discharge resulted in a violation of TOC effluent limits in January 2005 which Honeywell Nylon LLC reported on the January 2005 DMR.
5. On March 8, 2005, the Department issued an NOV for TOC violations in August and December 2004 and January 2005.

SECTION D: Agreement and Order

Accordingly, the Board, by virtue of the authority granted it in Va. Code § 62.1-44.15(8a) and (8d), orders Honeywell Nylon LLC, and Honeywell Nylon LLC voluntarily agrees, to pay a civil charge of \$2,400 within 30 days of the effective date of the Order in settlement of the violations cited in this Order. The payment shall note that it is being made pursuant to this Order and shall note the Federal Identification Number for Honeywell Nylon LLC. Payment shall be by check, certified check, money order, or cashier's check payable to "Treasurer of Virginia" and delivered to:

Receipts Control
Department of Environmental Quality
Post Office Box 10150
Richmond, Virginia 23240

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend the Order with the consent of Honeywell, for good cause shown by Honeywell, or on its own motion after notice and opportunity to be heard.
2. This Order only addresses and resolves those violations specifically addressed in the Notice of Violation issued to Honeywell by DEQ on March 8, 2005. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the Facility as may be authorized by law; or (3) taking subsequent action to enforce the Order. This Order shall not preclude appropriate enforcement actions by other federal, state, or local regulatory authorities for matters not addressed herein.
3. For purposes of this Order and subsequent actions with respect to this Order, Honeywell admits the jurisdictional allegations, factual findings, and conclusions of law contained herein.
4. Honeywell consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.
5. Honeywell declares it has received fair and due process under the Administrative Process Act, Va. Code §§ 2.2-4000 *et seq.*, and the State Water Control Law and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to enforce this Order.

6. Failure by Honeywell to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. Honeywell shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other occurrence. Honeywell shall show that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Honeywell shall notify the DEQ Regional Director in writing when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:
 - a. the reasons for the delay or noncompliance;
 - b. the projected duration of any such delay or noncompliance;
 - c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
 - d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Regional Director within 24 hours of learning of any condition above, which Honeywell intends to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto, their successors in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and Honeywell. Notwithstanding the foregoing, Honeywell agrees to be bound by any compliance date which precedes the effective date of this Order.
11. This Order shall continue in effect until:

- a. Honeywell petitions the Director or his designee to terminate the Order after it has completed all of the requirements of the Order and the Director or his designee approves the termination of the Order; or
- b. The Director or Board terminates the Order in his or its sole discretion upon 30 days notice to Honeywell.


Termination of this Order, or of any obligation imposed in this Order, shall not operate to relieve Honeywell from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

12. By its signature below, Honeywell voluntarily agrees to the issuance of this Order.

And it is so ORDERED this day of September 29, 2005.


Robert G. Burnley, Director
Department of Environmental Quality

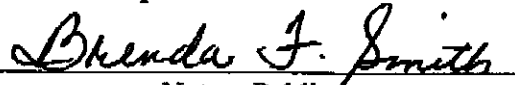
Honeywell voluntarily agrees to the issuance of this Order.

By: 
Date: 7/18/05

Commonwealth of Virginia

City/County of Chesterfield

The foregoing document was signed and acknowledged before me this 18th day of July, 2005, by Dorene S. Billingsley, who is
(name)
Director of
Operations of Honeywell, on behalf of the Corporation.
(title)


Notary Public
My Commission Expires 10/31/06

My commission expires: _____